Claims 1, 6, 8, 11, 14, 17, 20, 23, 26, and 29 are amended. Claims 1-31 are now pending. Each issue raised in the Office Action mailed July 15, 2008 is addressed hereinafter, in order of appearance.

I.   ISSUES RELATING TO PRIOR ART

Claims 1-8, 11, 14-15, 17, 20, 23, 26, and 29 stand rejected under 35 U.S.C. § 102 as allegedly being anticipated by Chu (Office Action, Page 4, Section 4). These rejections are respectfully traversed.

Claim 1 recites, inter alia, determining whether to send an interim message containing information regarding what the server is doing to process the client's request, during a time period in which it is not yet possible for the server to provide a more substantive response. Claims 6, 8, 11, 14, 17, 20, 23, 26, and 29 also recite this feature.

In rejecting Claim 1, the Office Action states that Chu's server sends the client a time interval "information" in which the server will be ready to service the refresh request again, relying on Chu's col. 9, lines 39-67 (Office Action, end of page 2, beginning of page 3). However, this rejection misquotes and oversimplifies the language of Claim 1, which does not recite mere "information", but instead "information regarding what the server is doing to process the client's request, during a time period in which it is not yet possible for the server to provide a more substantive response".

First, Chu's client refresh period (CRP) may be "information", but is certainly not "information regarding what a server is doing", and in fact does not reflect anything about the server at all. Next, Chu's CRP cannot anticipate this feature because the CRP is, as the name implies, a Client Refresh Period and thus does not contain any information about the server, but merely a time value for the client to use.

Chu's CRP is a period of time after which a server may consider disconnecting the client. Chu's server determines the CRP, where a dynamic directory only includes those clients that message the server at least once during the CRP. Chu's server can periodically change the CRP

for a particular client so as to avoid becoming overloaded and possibly incapacitated (Chu, col. 3, lines 18-26). The clients must send a message to the server at least once within a given CRP. However, the CRP does not indicate what the server is doing. Thus, Chu's CRP cannot anticipate the claimed interim message.

Additionally, Chu's CRP cannot be a "response-related item" as claimed because the CRP has nothing to do with any response from the server, and serves an entirely different purpose. The claimed "response-related items" tell clients what steps the server has completed, or a status of a second request. Additionally, Chu's CRP informs the client of essentially nothing regarding what the server is doing, as claimed, but instead only discusses what the client should do.

Also, Chu's server can potentially change a specific client's CRP without informing that client (col. 9, lines 36-37). Such a feature actually teaches away from the claimed interim message, which provides useful information for the purpose of *helping* a client. This is very different from making unilateral alterations for that client, such as changing a CRP, without the client's permission.

Thus, Chu does not contain and cannot be read to contain an interim message or any equivalent, while all of Applicant's independent claims recite an interim message in some form.

For at least the above reasons, the rejections of Claims 1, 6, 8, 11, 14, 17, 20, 23, 26, and 29 are unsupportable and should be withdrawn. The rejections of all claims dependent therefrom are also unsupportable and should be withdrawn.

Additionally, Claims 1, 6, 8, 11, 14, 17, 20, 23, 26, and 29 have been amended to recite the interim message (if processing the request involves multiple steps) an indication of which steps of the multiple steps have already been performed; or (if processing the request involves sending a second request to an external resource server) an indication of the status of the second request response related items, in various formats. Such a feature is not disclosed by Chu.

In rejecting this portion of Claim 1, the Office Action depends on Chu's col. 10, lines 39-67. However, this section of Chu discusses only the CRP and details about how the CRP is

updated, but is entirely silent on multiple steps being performed by a server, as claimed. The cited section of Chu is also entirely silent on indicating status of a second request, as claimed.

For at least the above reasons, the rejections of Claims 1-8, 11, 14-15, 17, 20, 23, 26, and 29 are unsupported, and the rejections of all claims dependent therefrom are also unsupported, and therefore should be withdrawn.

All remaining Claims were rejected under 35 U.S.C. § 103 as allegedly obvious over a variety of references using Chu as a base reference. However, all of these Claims either explicitly recite or depend from other Claims which recite elements or steps which as shown above are neither disclosed nor suggested by any combination of prior art, either by Chu or by any other reference. The secondary references do not cure this deficiency of Chu, and therefore any combination of Chu with any of the secondary references cannot provide the complete combination of features recited in the remaining claims.

II.   CONCLUSION

For the reasons set forth above, all of the pending claims are now in condition for allowance. The Examiner is respectfully requested to contact the undersigned by e-mail or telephone relating to any issue that would advance examination of the present application. As per MPEP Chapter 5, Applicant acknowledges that Internet communications may not be secure.

A petition for extension of time, to the extent necessary to make this reply timely filed, is hereby made. If applicable, a check for the petition for extension of time fee and other applicable fees is enclosed herewith. If any applicable fee is missing or insufficient, throughout the pendency of this application, the Commissioner is hereby authorized to charge any applicable fees and to credit any overpayments to our Deposit Account No. 50-1302.

Respectfully submitted,

HICKMAN PALERMO TRUONG & BECKER LLP

/christophermtanner#41518/

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Christopher M. Tanner
Reg. No. 41,518

ctanner@hptb-law.com
2055 Gateway Place Suite 550
San Jose, California 95110-1093
Telephone No.: (408) 414-1238
Facsimile No.: (408) 414-1076